UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

RHODE ISLAND COMMISSION FOR HUMAN RIGHTS,
on behalf of Mardea Caulcrick-Grimes, Ernest Grimes and
Janjay Grimes,

v. 1:13-cv-445M

NOREEN D. GRAUL, Alias,
PAUL T. DRISCOLL, Alias,
B.M. III, Limited Partnership, Alias,
B.M. II, Limited Partnership, Alias,
B.M.II Corporation, Alias,
Briarwood Meadows Limited Partnership, Alias,

CONSENT ORDER

I. BACKGROUND

1. The Rhode Island Commission for Human Rights ("Commission") initiated this action on behalf of Mardea Caulcrick-Grimes, Ernest Grimes and their minor child, pursuant to the Rhode Island Fair Housing Practices Act, Rhode Island General Laws §§ 34-37-1, *et seq.* and Title VII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601, *et seq.*
2. The Defendants collectively own and/or manage rental housing in Warwick, Rhode Island.
3. The Commission, in its complaint, alleges that the Defendants have discriminated against the Grimes family in violation of 42 U.S.C. §§ 3604(a), (b) and (c). Under 42 U.S.C. § 3604(a) it is unlawful "to . . . otherwise make unavailable or deny, a dwelling to any person because of . . . familial status . . . ."; under 42 U.S.C. § 3604(b), landlords may not "discriminate against any person in the terms, conditions or privileges of . . . rental of a dwelling . . . because of . . . familial status . . ." and it is unlawful "[t]o make, print, or publish, or cause to be made,

printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on . . . familial status . . ." under 42 U.S.C. § 3604(c).

4. The parties stipulate that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 3612(o).

5. In an effort to avoid further costly litigation, the parties have voluntarily agreed, as indicated by the signatures below, to resolve the Commission's pending claims against the Defendants without the necessity of a hearing on damages.

Wherefore, it is ORDERED, ADJUDGED and DECREED:

II. GENERAL INJUNCTION

6. Defendants, along with their agents, employees, successors and all persons in active concert with Defendants in their ownership, operation or management of rental housing are enjoined from:
   a. Refusing to rent after the making of a bona fide offer, or refusing to negotiate for the rental of, or otherwise making unavailable or denying, a dwelling to any person because of familial status in violation of 42 U.S.C. § 3604(a);
   b. Discriminating against any person in terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status in violation of 42 U.S.C. § 3604(b); and
   c. Making, printing or publishing, or causing to be made, printed or published any notice, statement or advertisement with respect to the rental of a dwelling that indicates any preference, limitation or discrimination based upon familial status in violation of 42 U.S.C. § 3604(c).

7. In conjunction with Paragraph 6, Defendants, along with their agents, employees, successor and all persons in active concert with Defendants in their ownership, operation or management of rental housing, are enjoined from applying, advertising or informing prospective tenants of an occupancy policy for rental units that makes distinctions based on familial status (e.g. setting a maximum number of heads per bedroom that is more restrictive than state occupancy laws, Building Codes or otherwise). Defendants represent that they have eliminated the discriminatory portion of their Occupancy Policy which precipitated the filing of this complaint. See Appendix A. Defendants along with their agents, employees, successor and all persons in active concert with Defendants in their ownership, operation or management of rental housing, shall no longer discuss the benefits of choosing first floor apartments with prospective tenants that have children unless providing that information is in response to those prospective tenants' questions about the unit they are being shown.

III. NOTICE TO PUBLIC OF NON-DISCRIMINATION POLICY

8. Within thirty days of the date of Entry of this Order, the Defendants shall take the following step to notify the public of its non-discrimination policy:

   a. Post and prominently display in all offices the defendants may use for the rental of dwellings, a sign no smaller than 10 inches by 14 inches indicating that all dwellings are available for rental on a non-discriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

   b. Include the following written statement in all advertisements for rentals, including advertisements in newspapers, internet webpages, flyers, handouts, telephone directories and other written materials, and all rental applications and all leases: "We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, religion, sexual orientation, sex, disability, familial status (having children under age 18), victim of domestic violence, gender identity or expression, status as a veteran, national origin or any other basis protected by state or federal law".

c. Post Appendix A in the Lobby and Leasing office explaining with specificity the changes in the occupancy policy. This notice shall remain posted for a minimum of ninety days.

IV. MANDATORY TRAINING

9. Within 90 days of the date of Entry of this Order, the individual defendants and all leasing agents and other managerial personnel of Defendants shall be trained regarding their obligations under the federal and state fair housing acts as they pertain to the issue of familial status. The Commission agrees to offer such training.

10. Defendants shall be responsible for all costs incurred by the Commission in holding such training, including but not limited to printing and course approval costs, and such costs are included in the settlement figure, *infra*. The training shall be open to the public and the Commission shall obtain approval for Continuing Legal Education credits for Rhode Island attorneys and also for Rhode Island realtors for one hour of training.

V. REPORTING AND RECORD KEEPING

11. Within 60 days prior to the first anniversary of the date of entry of this Consent Order, Defendants shall submit to the Commission a compliance report. The compliance report shall include (a) copies of any advertising for rental housing owned and/or managed by the Defendants in newspapers, in telephone directories, on the internet or in other media published since the execution of this Consent Order and (b) photographs showing the Notices described in Paragraph 8(a) and (c), posted and prominently displayed in Defendants' lobby and leasing office.

12. Defendants shall notify the Commission in writing within 15 days of receipt of any written or oral complaint against Defendants regarding housing discrimination. If the complaint is written, Defendants shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address and telephone number. Defendants shall also promptly provide the Commission all information it may request concerning any such complaint and shall inform the Commission in writing within 15 days of the terms of any resolution of such complaint.

13. Defendants shall notify the Commission by mail and facsimile if they seek to revise the occupancy policy attached as Appendix A at least 30 days before such change takes effect. At the time of notice, Defendants shall provide a written copy of the revised policy and the reason for any changes.

14. Defendants shall preserve all records related to the Consent Order and to the rental housing they own and/or manage, consistent with their normal document retention policies. Such records include, but are not limited to, advertisements, applications, leases, traffic cards and tenant files. Upon

reasonable notice to Defendants, representatives of the Commission shall be permitted to inspect and copy any records related to this Consent Order so as to determine compliance with the Consent Order, provided, however, that the Commission shall endeavor to minimize any inconvenience to Defendants.

15. The Commission may take steps to monitor Defendants' compliance with the Consent Order including, but not limited to, conducting fair housing tests at the rental housing owned and/or managed by Defendants to determine if Defendants are violating any part of this Consent Order.

VI. RELIEF FOR THE GRIMES FAMILY

16. Defendants will pay a total sum of $12,000.00 in settlement of the case to Mardea Caulcrick-Grimes and Ernest Grimes.

17. Within 30 days of the entry of the Consent Order, Defendants shall deliver bank checks payable to "Mardea Caulcrick-Grimes and Ernest Grimes" to Francis A. Gaschen, Esquire, at the Commission office for him to forward to Mardea Caulcrick-Grimes and Ernest Grimes.

18. Upon receipt of payment, the Commission shall send to Defendants executed releases of all claims, legal and equitable, that Mardea Caulcrick-Grimes and Ernest Grimes may have against Defendants relating to the claims asserted in this lawsuit. A copy of the release is attached as Appendix B.

VII. CIVIL PENALTY

19. Within thirty days of the date of the Entry of this Consent Order, the Defendants shall pay a total of $38,000.00 to the order of the Rhode Island Commission for Human Rights as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C)(i), pursuant

to instructions provided to the Defendants counsel prior to payment.

20. In the event that the Defendants or any of their officers, agents or employees are found liable for any future violation of the state and/or federal fair housing acts, such violation shall constitute a "subsequent violation" under 42 U.S.C. § 3614(d)(1)(C)(ii).

VIII. SCOPE AND DURATION OF THIS CONSENT ORDER

21. The provisions of the Consent Order shall apply to Defendants, their employees, agents successors and all persons acting in active concert or participation with them.

22. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for one year from the date of entry.

23. The Court shall retain jurisdiction over this action for all purposes related to the enforcement of this Order, throughout its term, after which time the case shall be dismissed with prejudice.

24. The Commission may move the Court to extend the period in which this Order is in effect if it believes that any Defendant has likely violated one or more terms of this Consent Order.

25. The parties to this Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with the Consent Order prior to bringing such matters to the Court for resolution. However, in the event that Defendants fail to perform in a timely manner any act required by this Consent Order or act in violation of any provision of this Consent Order, the Commission may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance

of certain acts and an award of any damages and costs that may have been occasioned by Defendants' action or inaction.

26. Any time period set forth within this Consent Order for the performance of any act may be changed by written agreement of the parties without Court approval.

27. This consent Order also settles the two matters pending before the Commission, numbered RICHR NO. H15 HFS 631-07 and RICHR H15 HAG 634-07.

IX. GENERAL PROVISIONS

28. The parties and their counsel attest that a waiver of all or substantially all attorneys' fees was not compelled as a condition of this Consent Order.

29. All parties agree that there shall be no retaliation of any kind against any person as a result of the filing of this matter.

X. COSTS OF LITIGATION

30. Based upon the payment of the civil penalty, the Commission agrees to waive its right to counsel fees, its right to claim damages resulting from its prosecution of this matter to vindicate the public interest, its right to claim damages resulting from the diversion of its resources to investigate and prosecute this action, as well as for outreach and education to educate the public, and its right to claim damages on the part of the tester.

IT IS SO ORDERED:

This 6th day of June, 2016.

John J. McConnell Jr.
USDJ.

/s/Francis A. Gaschen
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APPENDIX A

REVISIONS TO BRIARWOOD MEADOWS OCCUPANCY POLICY

In keeping with Briarwood Meadows' responsibility to ensure the health, safety and well-being of all or its residents while trying to meet the needs of families with small children, Briarwood Meadows has revised its minimum occupancy policy as follows:

> Briarwood Meadows generally permits only two occupants per bedroom. For one bedroom units, this usually means that only two people can occupy the unit. However,
>
> 1. a tenant couple with a child who has not yet reached its first birthday may continue to rent a one-bedroom unit (at no extra cost). Under Rhode Island law, children under the age of one are not counted as "occupants" in calculating maximum occupancy;
>
> 2. a couple with a child under two years of age may rent a one-bedroom unit (at no extra cost) as long as State and local housing occupancy law permits three occupants in that unit. It should be noted that this policy revision does not affect Briarwood Meadow's practice of requiring that all prospective tenants be eligible to enter into a one-year lease at the time of the initial application; and
>
> 3. Not all Briarwood Meadows one-bedroom units are large enough for three occupants. Rhode Island housing occupancy law uses the dimensions of the bedroom to determine the maximum number of occupants that may occupy a unit. Tenants are prohibited by management and by law from using any room as a bedroom or a sleeping area that is not compliant with requirements of state housing occupancy law as a bedroom or a sleeping area.

Briarwood Meadows believes this change is consistent with Rhode Island residential landlord/tenant industry standards. As a result of this change, two tenants occupying a one-bedroom apartment need not be concerned that they have exceeded maximum occupancy after the arrival of a newborn child. However, even if state and local law would otherwise allow three occupants in the unit, Briarwood Meadows will not renew the tenants' lease beyond the child's second birthday. In such cases, prior to end of the lease, Briarwood Meadows invites tenants to view its two-bedroom units as a possible alternative.

APPENDIX B

Release

In consideration of the Consent Order entered in *RHODE ISLAND COMMISSION FOR HUMAN RIGHTS* (hereafter "Commission"), *on behalf of Mardea Caulcrick-Grimes, Ernest Grimes and Janjay Grimes, v. NOREEN D. GRAUL, Alias, PAUL T. DRISCOLL, Alias, B.M. III, Limited Partnership, Alias, B.M. II, Limited Partnership, Alias, B.M.II Corporation, Alias, Briarwood Meadows Limited Partnership, Alias,* Civil Action No. 1:13-cv-445M (D.RI), and of the payment of the sum of twelve thousand dollars ($12,000.00) pursuant thereto, I, Mardea Caulcrick-Grimes, and I, Ernest Grimes, on behalf of ourselves and our minor child, hereby release the Defendants named in this action, from any and all liability for any claims, legal or equitable, we may have against them arising out of the issues alleged in the action as of the date of the entry of the Consent Order.

We acknowledge and understand that by signing this Release, we are waiving any right to bring our own legal against the defendants based upon the discrimination alleged by the Commission in this case.

We also acknowledge that we have been informed that we may review the terms of this Release with an attorney of our choosing, and to the extent that we have not obtained legal advice, we voluntarily and knowingly waive our right to do so.

We fully acknowledge and agree that this release of the Defendants shall be binding on our heirs, representatives, executors, successors, administrators and assigns. We hereby acknowledge that we have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences. We understand that this

Release constitutes the entire agreement between the defendants, the Commission and us, without exception or exclusion.

We declare under penalty of perjury that the foregoing is true and correct.

Mardea Caulcrick-Grimes — Date

Ernest Grimes — Date